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Section A - Solicitation/Contract Form

See SF33

Section B - Supplies or Services/Prices

B.1 TYPE OF CONTRACT

This is a firm-fixed-price contract with time and material options for the development of a Generic Design and Topical Safety Analysis Report (TSAR) for a Pilot Interim Storage facility for Spent Nuclear Fuel. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following work:

- Statement of Work in Section C. Authorization to proceed to additional contract years is subject to the requirements of clause B.2 below and the option clause(s) in the contract.

Reports as required in accordance with "Reporting Requirements Checklist" in Section J and any technical deliverables in Section C.

B.2 CEILING PRICE OF THE CONTRACT

The contract price consists of the following CLINs:

- (a) CLIN 0001 – Pilot Interim Storage of Spent Nuclear Fuel: Generic Design and Topical Safety Analysis Report

Firm-Fixed-Price (FFP): *\${amount to be inserted}*.

- (b) CLIN 0002 – Option 1: Technical Support of NRC Review

Time-and-Material Ceiling Price: *\${amount to be inserted}*
Labor Ceiling Price: \${amount to be inserted}
Material Ceiling Price: {amount to be inserted}
Authorized Material Handling Rate: {rate to be inserted}%

- (c) CLIN 0003 – Option 2: Technical Support of NRC Review

Time-and-Material Ceiling Price: *\${amount to be inserted}*
Labor Ceiling Price: \${amount to be inserted}
Material Ceiling Price: \${amount to be inserted}
Authorized Material Handling Rate: {rate to be inserted}%

- (d) CLIN 0004 – Option 3: Technical Support of NRC Review

Time-and-Material Ceiling Price: *\${amount to be inserted}*
Labor Ceiling Price: \${amount to be inserted}
Material Ceiling Price: \${amount to be inserted}
Authorized Material Handling Rate: {rate to be inserted}%

- (e) The Contractor's labor for CLINs 0002 through 0004 shall be reimbursed in accordance with the labor categories and fully burdened labor rates as per Section J.A, Attachment J-A.1, J-A.2 and FAR clause 52.216-7. The rates are fully-burdened (i.e. include all elements of direct and indirect costs) and shall remain fixed for the term of the contract. The rates apply to the prime offeror, each subcontractor, teaming partner, and/or joint venture partner.
- (f) The Contractor's material for CLINs 0002 through 0004 shall be reimbursed at cost and, if applicable, the authorized material handling rate identified above, and in accordance FAR clauses 52.216-7 and 52.232-7. Material costs shall include the items defined at FAR 16.601(a).

Section C - Description/Specifications

Pilot Interim Storage of Spent Nuclear Fuel: Generic Design and Topical Safety Analysis Report

C.1 INTRODUCTION

In January, 2013, the Department of Energy (DOE) released the Administration's *Strategy for the Management and Disposal of Used Nuclear Fuel and High-Level Radioactive Waste* (hereafter referred to as the *Strategy* or the *Administration's Strategy*) [1]. The *Strategy* includes a phased, adaptive, consent-based approach to siting and implementing a comprehensive management and disposal system and calls for, among other items, an operational pilot interim storage facility (ISF) with the appropriate authorization from Congress. DOE is planning for an integrated waste management system to transport, store, and dispose of spent nuclear fuel from commercial electricity generation, as well as high-level radioactive waste from defense activities.

Design and construction of a new storage facility, if pursued, would be a major project for acquisition of a federal capital asset. The deliverables of this contract will continue to inform DOE about the technical possibilities and limitations of an ISF.

C.1.1. Background and Prior Project Activities

In July 2012, DOE contracted with three teams to prepare design concept studies to investigate commercial spent nuclear fuel (SNF) storage and transportation. DOE was seeking to identify and evaluate concepts and approaches that could be deployed for the interim storage of commercial SNF. The teams were tasked with identifying design concepts that address all activities required to take commercial SNF and Greater-than-Class C (GTCC) low level radioactive waste (LLW) from its current location, transport it to an ISF, prepare the fuel as needed, place it in storage, operate and maintain the ISF, and prepare the fuel for shipment to a permanent repository. The three teams, headed by AREVA Federal Services, EnergySolutions and Shaw Environmental and Infrastructure completed their design concept studies and issued reports in late January or early February 2013 [2, 3, 4]. Reports and documents referred to in this statement of work may be found on DOE's Centralized Used Fuel Resource for Information Exchange (CURIE) website at <https://curie.ornl.gov>.

In October 2012, a team of Argonne National Laboratory (ANL), Savannah River National Laboratory (SRNL), and Oak Ridge National Laboratory (ORNL) staff issued a Fuel Cycle Research and Development (FCRD) report entitled *Used Fuel Management System Architecture Evaluation* [5] covering work performed in Fiscal Year 2012. This summarized system-level analyses of the overall interface between at-reactor storage, transportation, ISF storage, and ultimate disposition performed using logistics simulation tools. This effort also considered ISF design concepts, although at a higher-level than considered by the AREVA Federal Services, EnergySolutions, and Shaw Environmental and Infrastructure teams.

The design concepts developed by AREVA Federal Services, EnergySolutions, Shaw Environmental and Infrastructure, and the technical staff from the national laboratories were initiated in advance of issuance of the *Administration's Strategy*. To consolidate the design concepts and the *Strategy*, the Nuclear Fuels Storage and Transportation Planning Project (NFST) issued a report in June 2013 titled, "A Project Concept for Nuclear Fuels Storage and Transportation" [6] (hereafter referred to as *Project Concept*). The NFST Project Concept differs from the previous work described in three ways as listed below.

- First, the inventory is limited for a pilot ISF and for a larger ISF as described in the *Strategy*.
- Second, the NFST Project Concept assumes that bare fuel will be received in reusable transportation casks in significant quantities at the larger ISF. A pilot ISF will be limited to the receipt of fuel in dual purpose canisters (DPCs). This assumption was made because the method for accepting SNF from the utilities once the larger ISF begins operating has not yet been decided.

- Third, the NFST Project Concept recognizes that while the previous reports identified several alternative design concepts, these must be more fully developed.

To support alternative analysis, additional work in this area is on-going and will ultimately include the deliverables from this contract.

A set of Functions and Requirements (F&Rs) for the storage and transportation portions of the waste management system [7] was established to advance DOE's objective of developing a suite of options and set of supporting analyses that will enable future informed choices about how to best to manage SNF and high-level radioactive waste (HLW). This document provides a broad overview of the entire waste management system, focusing on the storage and transportation functions while recognizing the boundary conditions associated with at-reactor waste generation and storage, and ultimate disposal. F&Rs are not provided for at-reactor storage. F&Rs applicable to a pilot ISF have been used in defining this statement of work (SOW).

In addition, in May 2014, DOE awarded a contract, "Generic Design Alternatives for Dry Storage of Spent Nuclear Fuel", Task Order 16, to develop receipt and storage alternatives for spent fuel in dry storage canisters. Task Order 16 was completed in May 2015 and should be used as a reference where applicable to aid in the development and completion of activities within the scope of this SOW. DOE may also make available other references applicable to the activities under this SOW during the performance of work¹

C.1.2. Overall Interim Storage System Description

This SOW defines a baseline pilot ISF configuration for use in this study (see below). This baseline is not a final technology selection which may require completion of other programmatic elements such as stakeholder involvement, siting considerations, an Environmental Impact Statement (EIS), etc. The deliverables from this study will help to inform these and other programmatic elements by investigating safety and regulatory issues associated with transporting canistered SNF located at independent spent fuel storage installations (ISFSIs) at shut-down reactor sites and placing the same canisters² into storage at a pilot ISF.

The Interim Storage System envisioned consists of:

- A pilot ISF sized for a storage capacity between 5,000 and 10,000 Metric Tons of Heavy Metal (MTHM)³ with a maximum receipt rate of 1,500 MTHM⁴ per year handling DPCs containing SNF, GTCC-LLW, and other approved contents currently in storage at shut-down reactor sites. A pilot ISF is envisioned to be built in phases using modular concepts as required to enlarge storage capacity and/or functional capabilities.
- A larger ISF sized for nominally 70,000 MTHM⁵ storage capacity with a receipt rate of 3,000 MTHM⁶ per year. The receipt rate and capacity will be the subject of system and trade studies. In addition to expanding dry cask storage, the larger ISF will be capable of receiving and handling

¹ This SOW and a number of reports referenced in it were prepared to further DOE-NE's objective of developing a suite of options and set of supporting analyses that will enable future informed choices about how best to manage SNF and HLW. As such, this SOW and these reports should not be interpreted as a statement of DOE policy as to how it intends to fulfill its acceptance obligation under the Standard Contract for Disposal of SNF and/or HLW, 10 CFR Part 961. To the extent the discussions in this SOW, or discussions and recommendations in the referenced reports, conflict with the provisions of the Standard Contract, the Standard Contract provisions prevail.

² NFST Requirements Team "Nuclear Fuels Storage and Transportation Requirements Document", FCRD-NFST-2013-000330, Rev. 2, February 16, 2016 at R 2.3.3

³ Ibid, at R 2.0.3 Table 4

⁴ Ibid, at R 0.4.1.

⁵ Ibid at R 2.0.3 Table 4

⁶ Ibid, at R 0.4.2

bare fuel received in reusable transportation casks. The larger ISF may be co-located with a pilot ISF or at a separate location.⁷ The larger ISF will initially be sized for a storage capacity between 6,000 and 9,000 MTHM⁸ and expanded using modular concepts to the nominally 70,000 MTHM. Additional functional capabilities may also be added to the larger ISF, as required. A larger ISF is not included in the work scope of this SOW.

C.1.3. Purpose of this Procurement

The purpose of this procurement is to prepare a generic (i.e., not geographic location-specific) design for a pilot ISF and a Topical Safety Analysis Report (TSAR) on a generic design suitable for submittal to the Nuclear Regulatory Commission (NRC) for review, approval, and issuance of a Safety Evaluation Report (SER). This includes:

1. Fully developing and documenting a generic pilot ISF site design for the receipt and storage of SNF contained in DPCs at shut-down reactor sites⁹ and the GTCC-LLW stored at those sites.
2. Preparing a TSAR suitable for submittal to the NRC for review and approval. The TSAR shall be based on the generic design developed.

Material to be stored at a pilot ISF will have been stored for years and in some cases for decades at existing ISFSIs prior to being transported and placed back in storage at the pilot ISF. This is often referred to as the “72-71-72 Issue”. The NRC has promulgated regulations for storage of SNF, GTCC, and other nuclear material in 10 CFR Part 72 [8] and protection of that material against theft or sabotage in 10 CFR Part 73 [9]. Any pilot ISF will be designed, constructed, and operated to meet these regulations. 10 CFR 71 provides the regulations used by cask designers and the NRC to certify the transportation packages used to ship the DPCs to the ISF, but is not part of the ISF regulatory basis.

Specific issues requiring resolution for the development of the generic design and associated TSAR include:

- Approach for ensuring the canisters and their contents meet Part 72 requirements for restoring them to storage service and performing the Part 72 confinement function.
 - Plans for evaluating the confinement boundary integrity of arriving DPCs.
 - Applicability and implementation plans for aging management of canisters previously in service at ISFSIs once they reach their initial term of service from the time they were first placed in storage.
 - Timing and approach for canister system license renewals.
 - Plans for the capability to prepare DPCs for transportation to a disposal facility.
3. Providing technical support during the NRC review including developing draft responses to resolve Requests for Additional Information (RAIs) resulting from the NRC’s review of the TSAR.

C.2 SCOPE OF WORK

Using information supplied by DOE in this SOW, including the references, other publically available information and contractor experience, the contractor shall prepare both a generic design for a pilot ISF, and a TSAR for the generic design. The contractor shall develop generic designs for pilot ISF to support facilities and infrastructure listed in this SOW as part of the overall baseline configuration.

⁷ Ibid at R 0.2.1

⁸ Ibid, at R 2.0.3

⁹ Ibid, at R 0.1.1

Design considerations shall include modular deployment, initial capital and additional capital costs, annual operations and maintenance costs, ease of decontamination and decommissioning (D&D) facilities at the end-of-operations, and ensuring that a pilot ISF is built and operated efficiently and cost effectively. The design shall meet NRC licensing requirements for storage and physical protection/security contained in 10 CRF Parts 72 and 73 respectively and their associated regulatory guides, and applicable industry standards. The security design is only included in this work scope to the extent there are interfaces with the operating facility described in the TSAR (i.e., security doors, camera views, etc.) The balance of the security system design (fencing, intrusion detection, alarm systems, cameras, access ports, etc.) will not be performed at this time as it is envisioned that such an effort would be performed as part of the development of the final site design and license application for a pilot ISF. The deliverables specified below and in Section F.4, shall not contain any classified or safeguards information as specified by the NRC.

C.2.1 Pilot ISF

A pilot ISF will provide the facilities and infrastructure needed to transfer large DPCs from transportation casks into dry storage in a suitable storage module or cask. Building and operating designs should include an expandable storage pad area, a canister handling and transfer facility, a control room or control area, administrative offices, ISFSI support systems and facilities and general site infrastructure. Additional support facilities should be included in the design only if their operations and personnel need to be considered in the development of the TSAR; for example, emergency response and contamination remediation capabilities. It should be assumed that (with one exception) the horizontal storage modules (HSMs) and ventilated concrete overpack designs in which the DPCs are currently stored at the ISFSIs will be used, but the existing storage casks and modules will not be shipped to the ISF for re-use. The one exception is the FuelSolutions storage casks at Big Rock Point, which are designed to be disassembled, transported, and re-assembled. FuelSolutions storage casks shall be explored for feasibility with the designed facility. (Metal storage/transportation overpacks may be re-used.)

C.2.1.1 Pilot ISF Capacity and Receipt Rate

The initial storage capacity shall be 5,000 MTHM¹⁰. The receipt rate during actual operations is assumed to increase over three years to the maximum design rate of 1,500 MTHM/year¹¹. The design shall provide for expanded storage capability using modular storage concepts¹² such that additional SNF could be handled from other shut-down and/or operating reactors. This expanded capacity is estimated to hold up to 10,000 MTHM¹³ (inclusive of the 5,000 MTHM described above).

C.2.1.2 Pilot Inventory

A pilot ISF shall be capable of receiving and storing the SNF and GTCC-LLW from shut-down reactor sites using a “start clean/stay clean” radiological approach. The pilot ISF is not anticipated to have the capability to open dry storage canisters, which requires specialized equipment and facilities.

C.2.1.3 Pilot ISF Canister, Storage Cask, and Transportation Cask Systems

Collectively SNF at shut-down reactor sites is stored in 11 unique storage cask systems, utilizing 21 unique “canister families” as identified in table 1 and will require at least seven unique transportation casks. There could be up to 34 licensed canister designs that could be received and then stored at a pilot ISF [10]. Not all of the fuel at shut-down reactors has been placed into dry storage and in many cases the canister designations collected thus far provide incomplete

¹⁰ Ibid, 5,000 MT is the minimum value specified at R 2.0.3

¹¹ Ibid at R 0.4 Table 1.

¹² Ibid, at R 2.03

¹³ Ibid, 10,000 MT is the maximum value specified at R 2.0.3

designations. Therefore there is some inherent uncertainty associated with defining specific canisters at a lower level of fidelity. Because of this uncertainty, Table 1 provides a listing of the cask systems, canister families, transportation casks, and canisters which could possibly be received and stored at a pilot ISF for the purposes of this study. In the last column, the merged rows indicate that the particular canister type(s) listed in the “Canister” column which may be received at the pilot ISF associated with the identified Cask System and Cask Family are uncertain.

C.2.1.4 Pilot ISF Receipt and Storage Technology

A pilot ISF shall be capable of receiving transportation casks and storing the canisters listed in Table 1. Additional information on the transportation rail casks is provided in Table 3 of the Functions and Requirements [7]. The Cask Handling/Transfer facility shall include the capability to:

- transfer the transportation casks to a cask handling area for loading and unloading as specified in the F&R at R 2.1.4,
- perform post transportation inspections, radiological surveys, decontamination, and security receipt inspections as specified in the F&R at R 2.1.5, and
- open transportation casks, unload vertical canisters as specified in the F&R at R 2.1.6 and 2.1.7, and transfer canisters into new vertical storage casks.

Vertical storage canisters will be transferred to the storage casks in the canister handling and transfer facility, and relocated to the storage pad via cask transporter. Horizontal storage canisters in transportation overpacks will be moved to the horizontal storage module, and then transferred from the transportation cask to the storage module. The canister handling and transfer concept shall incorporate shielding into the design in order to avoid the use of multiple transfer casks, reduce personnel dose and allow a visual inspection of the canisters as they are received.

A concept of operations shall be developed including assessments of the time and motion required for transferring SNF and GTCC-LLW from the transportation casks to storage configurations and documentation of anticipated worker dose. These are expected to be separate assessments for vertical and horizontal canisters.

Table 1: Canister Systems to be Received and Stored at a Pilot ISF

Cask System	Canister Family	Canister Type	Transportation Cask	Total Canisters Estimated
Fuel Solution	W74	W74T	TS125	7
HI-STORM 100	MPC-32 (HI-STORM)	MPC-32 (HI-STORM)	HI-STAR 100 or 190	5
	MPC-68 (HI-STORM)	MPC-68 (HI-STORM)	HI-STAR 100 or 190	190 canister type uncertain
		MPC-68F (HI-STORM)	HI-STAR 100 or 190	
		MPC-68FF	To be determined	
	MPC-68M	To be determined		
HI-STORM TranStor	MPC-24 (TranStor)	MPC-24E (TranStor)	HI-STAR 100 or 190	34 canister type uncertain
		MPC-24EF (TranStor)	HI-STAR 100 or 190	
HI-STAR 100	MPC-68 (HI-STAR)	MPC-68 (HI-STAR)	HI-STAR 100 or 190	4 canister type

Cask System	Canister Family	Canister Type	Transportation Cask	Total Canisters Estimated
		MPC-68F (HI-STAR)	HI-STAR 100 or 190	uncertain
HI-STAR 100HB	MPC-HB	MPC-HB	HI-STAR 100HB OR 190	5
UMAX	MPC-37	MPC-37	HI-STAR 190	75
Standardized NUHOMS	NUHOMS 32PT	NUHOMS 32PT-L100	MP197 OR MP197HB	14 canister type uncertain
		NUHOMS 32PT-L125	MP197 OR MP197HB	
		NUHOMS 32PT-S100	MP197 OR MP197HB	
		NUHOMS 32PT-S125	MP197 OR MP197HB	
	NUHOMS 32PTH1	NUHOMS 32PTH1-L	MP197 OR MP197HB	42 canister type uncertain
		NUHOMS 32PTH1-M	MP197 OR MP197HB	
		NUHOMS 32PTH1-S	MP197 OR MP197HB	
	NUHOMS 61BT	NUHOMS 61BT	MP197 OR MP197HB	125 canister type uncertain
	NUHOMS 61BTH	NUHOMS 61BTH Type 1	MP197HB	
		NUHOMS 61BTH Type 2	MP197HB	
	NUHOMS FC-DSC	NUHOMS FC-DSC	MP187	18
	NUHOMS FF-DSC	NUHOMS FF-DSC	MP187	1
	NUHOMS FO-DSC	NUHOMS FO-DSC	MP187	2
Advanced NUHOMS	NUHOMS 24PT1	NUHOMS 24PT1	MP187	17
	NUHOMS 24PT4	NUHOMS 24PT4	MP197HB	33
NAC-MPC	CY-MPC 26 Assy	CY-MPC 26 Assy	NAC-STC Transport Cask	40
	LACBWR	MPC-LABWR	NAC-STC Transport Cask	5
	Yankee-MPC	Yankee-MPC	NAC-STC Transport Cask	15
NAC-UMS	UMS-PWR	TSC-Class 1	Universal Transport Cask	60 canister type uncertain
		TSC-Class 2	Universal Transport Cask	
		TSC-Class 3	Universal Transport Cask	
NAC-MAGNASTOR	TSC PWR	TSC PWR	MAGNATRAN	85
Total Potential Casks	21 Canister Families	34 Potential Canister Types	Up to 11 Potential Transport Casks	777 Fuel Casks 38 GTCC

Cask System	Canister Family	Canister Type	Transportation Cask	Total Canisters Estimated
			Identified Thus Far	Casks

Note: Estimated quantities and canister families based on current information as of May 2015 plus forecasted information which is subject to change. GTCC canisters are not included in this column except in the total potential cask row.

The currently deployed and licensed above grade vertical and horizontal storage systems associated with each DPC design shall be used. For each canister in Table 1, a single compatible storage cask/module design from the applicable licensed vertical storage cask or horizontal storage system shall be used, to the extent feasible considering the licensing implications of changing the cask/module design. For instance, all horizontal canisters shall be stored in the same design horizontal storage module (HSM) for the NUHOMS System (e.g., HSM-H) unless technically infeasible. The objective is to reduce to an absolute minimum the number of design variations required at a pilot ISF. Canister designs which do not have a current commercial source for new storage casks must be identified and any required licensing actions necessary to store those casks in commercially available technology shall be identified.

A list of specialized equipment shall be developed and include the lifting yokes or fixtures required for the various canisters, cask transporters, shielded canister transporters and other items as identified. Equipment maintenance requirements for the cask handling / transfer and storage facilities shall be identified.

C.2.1.5 Transportation Infrastructure

A pilot ISF design shall include space reserved for outdoor storage areas for rolling stock, truck cask trailers, and transport casks. The design shall consider the need for off-site rail improvements for a spur from the nearest railroad to the site or upgrades to an existing rail spur, and provide cost-per-track-mile estimates for different cases (e.g. refurbish spur, build spur on flat land, grade and lay new track). The contractor shall document any assumptions made with respect to a range for distance for such a spur used in their cost calculations. Although transportation will primarily be by railroad using dedicated trains, truck transportation including heavy haul, and other specialized equipment and/or specialized services, may be necessary.

The design of a pilot ISF shall include the capability to decontaminate rolling stock and casks¹⁴ as required to meet the DOE and Department of Transportation contamination limits.

As part of the design, the on-site rail systems must interface with offsite rail systems. A Fleet Management Site and facilities to support the rolling stock may be required for a pilot, but a decision on the need for such has yet to be determined, and the location of such facilities, if required, has also not yet been determined. These systems will undergo a “lease or buy” decision in the future and may be built with a pilot ISF, the larger ISF, or not at all. In addition to lease/buy, a third option might be for DOE to hire a company to provide transportation services, in which case DOE would neither own nor lease railcars. Design of the transportation fleet, transport casks and transportation cask maintenance facilities are not included in this SOW.

C.2.1.6 Storage Infrastructure

Site infrastructure shall include:

- Security support facilities to house security force personnel as required by NRC regulations. Security support facilities will also house security records and equipment as well as communications and electrical equipment required for the operation of security systems

¹⁴ Ibid., at R 1.0.4

(consider at a minimum Part 73.51 and 73.55 requirements). A backup emergency generator for security equipment will be located further inside the restricted area (RA) at a location central to the security system's needs.

- Security access points to various ISF areas.
- Operations support facilities including office space, change rooms, lunch rooms, and a control room or control area pursuant to 10 CFR 72.122(j).
- Administrative offices located outside the protected area (PA) that would provide space to personnel not required for operations inside the PA. This includes management, personnel, administrative, engineering, licensing, health physics, and records management functions.

C.2.1.7 Balance of Plant

Balance of plant equipment and systems, shall include fire protection, potable water, sanitary sewer, electrical power and distribution, diesel and gasoline fueling stations, and communications, as required. Sources of potential fire and explosion shall be located as far away from the areas where SNF will be handled and stored as practicable.

C.2.2 Pilot ISF Functions and Requirements

The mission and system level functions and requirements were developed and documented in, "Nuclear Fuels Storage and Transportation Requirements Document" [7]. These shall be adopted as the starting point for this study. The contractor may modify, expand, and maintain the functions and requirements (F&R) by Work Breakdown Structure (WBS) element. When making changes to the F&R, the contractor shall provide a justification and request DOE concurrence. The functions and requirements for subsystems and components will be developed as part of this SOW.

C.2.3 Pilot ISF Work Breakdown Structure

An initial pilot ISF Project WBS is provided in Appendix D of the *Project Concept* [6] document. These shall be adopted as the starting point for this study. The contractor may modify, expand, and maintain the WBS. When making changes to the WBS, the contractor shall provide a justification and request DOE concurrence. The WBS will be used as a reporting structure in the design report deliverables.

C.2.4 Regulatory and Design Requirements

The contractor shall ensure the designs produced comply with applicable regulations including:

- 10 CFR Part 72 [8], "*Licensing Requirements for the Independent Storage of Spent Nuclear Fuel and High Level Radioactive Waste*"
- 10 CFR Part 73 [9], "*Physical Protection of Plants and Materials*"

The contractor shall ensure the design is consistent with the following NRC review guidance:

- NUREG-1567, Standard Review Plan for Spent Fuel Dry Storage Facilities, including applicable NRC-DSFM Interim Staff Guidance (ISG) documents [11].
- NUREG-1927, Revision 1 (draft), Standard Review Plan for Renewal of Spent Fuel Dry Cask Storage System Licenses and Certificates of Compliance (CoC) [12]

The contractor shall also ensure that the designs produced are consistent with relevant regulatory guides, to the extent they are consistent with current regulations, guidance, and practices, including, but not limited to:

- NRC Regulatory Guide 3.48, “*Standard Format and Content for the Safety Analysis Report for an Independent Spent Fuel Storage Installation or Monitored Retrievable Storage Installation (Dry Storage)*” [13]
- NRC Regulatory Guide 3.60, “*Design of an Independent Fuel Storage Installation (Dry Storage)*” [14]
- NRC Regulatory Guide 3.62, “*Standard Format and Content for the Safety Analysis Report for Onsite Storage of Spent Fuel Storage Casks*” [15]

C.2.5 Topical Safety Analysis Report (TSAR)

The contractor shall prepare a TSAR suitable for submittal to the NRC for review and approval. The TSAR shall describe the design and operation of a pilot ISF, meeting the requirements in Section C.2.1. The format and the content of the TSAR shall be prepared in the format and content (including chapter and section numbering) described in NUREG-1567, *Standard Review Plan for Spent Fuel Dry Storage Facilities* and NUREG-1927, Revision 1 (draft), *Standard Review Plan for Renewal of Spent Fuel Dry Cask Storage system Licenses and Certificates of Compliance*, including application Interim Staff Guidance (ISG).

Information to be incorporated by reference into the TSAR from specific license independent spent fuel storage installation (ISFSI) and cask final safety analysis report (FSARs) shall be clearly described and include specific FSAR revision and section or subsection number. The TSAR shall clearly explain the technical basis for why a previously approved element of the storage system design is applicable to the ISF. As appropriate, each TSAR chapter should have a separate appendix for each storage technology, or each storage technology may be addressed in its own appendix with several chapters. In either case, the information in the appendices must “communicate” clearly with the main body of the TSAR. Paramount in writing and organizing the TSAR is to make it as easy as possible for the NRC reviewers to find the information needed to perform the technical review and write the SER.

The current licensing basis for each DPC to be stored at the pilot ISF shall be clearly established in the TSAR to assist the NRC in understanding what was previously approved for each DPC and in what context. That is, the license or Certificate of Compliance (CoC) amendment number, the NRC SER and the FSAR revision applicable to each DPC at its “home” ISFSI shall be identified. As an example, the licensing basis to be incorporated by reference for a DPC that was loaded under a general license at an ISFSI in accordance with cask CoC Amendment 5 and FSAR Revision 7 would include:

- CoC Amendment 5
- The original SER for the CoC and all supplements through Amendment 5 (as applicable)
- FSAR Revision 7, including applicable 72.48 changes
- The 72.212 Evaluation Report revision in effect at the time the DPC was placed into service
- All applicable exemptions and orders

While a pilot ISF will be a new facility, DOE recognizes that some of the welded canisters that will be placed into storage at a pilot ISF will have been stored at a reactor for more than the initial term authorized by the license for the site ISFSI. Therefore, the TSAR will need to address aging management issues normally associated with an ISFSI license renewal for some of the system components. To the extent available, approved aging management information for DPCs from the renewed ISFSI license or cask FSAR should be either incorporated by reference or used to inform new aging management requirements for the pilot ISF.

The contractor shall refer to the licensing bases for the DPCs in Table 1 (where currently stored) to ensure the environmental design criteria (e.g., ambient temperature, seismic, and tornado wind and missiles) chosen for design are compatible with the existing designs of the cask systems.

The purpose of the TSAR is to provide the NRC staff with information sufficient for them to adequately evaluate the generic design and issue a SER. This TSAR and SER may be incorporated by reference into subsequent license applications. Submitting this TSAR and obtaining NRC staff review may reduce the time required for preparation of a license application for a pilot ISF and reduce licensing risks related to the design and safety considerations.

C.2.6 ADDITIONAL CONTRACTOR ACTIVITIES

The contractor is responsible for performing all tasks necessary to complete a pilot ISF generic design and TSAR. Generic design drawings and/or sketches (with related design analyses), and outline specifications, shall be prepared and issued to document design features and related design analyses, and to establish the engineering baseline for support systems and facilities in a cost-effective manner. Engineering sketches and outline specifications shall be developed to depict structures, systems, and components including but not limited to:

- Site plans
- Fuel storage configurations
- Flow sheets
- Architecture/Civil/Structural
- General arrangement drawings including major equipment layout. Drawings are required to be at the level of detail necessary to support the TSAR..
- Electrical
- Mechanical
- Instrumentation control
- Safeguards and security systems
- Communication system
- Fire detection/protection
- Heating, Ventilation, and Air Conditions (HVAC)
- Transportation systems
- Support systems
- Infrastructure interfaces
- Life safety

The contractor shall provide material flow diagrams necessary to support generic design development. This work element requires a conceptual engineering effort to develop a physical process flow (time and motion) description for onsite transport and emplacement into interim storage (operational steps, sequences, duration, etc.) associated with the movement of spent fuel through the ISF. Also, the contractor shall determine the number of on-site casks and transporters required to support the receipt rate.

The contractor shall prepare cost estimates for each facility element identified in the WBS. Estimate attributes include:

- Total estimated cost,
- Total project cost,
- Annual operating maintenance costs, and
- Decontamination and decommissioning cost.

The contractor shall prepare construction schedules for a pilot ISF including all its major components. A preliminary list of items for the following: 1) long lead-time for equipment; 2) long lead-time for fabrication, 3) major equipment, and 4) safety class equipment.

C.3 OPTION PERIOD ACTIVITIES

The contractor shall provide all necessary support to DOE for activities related to the generic design of the pilot ISF and associated TSAR. Anticipated contractor activities include but are not limited to the following:

- Prepare draft responses to NRC request for additional information (RAIs) including any follow-on requests required to resolve RAIs.
- Maintain an RAI action tracking system that includes RAIs and all documents required to respond to and resolve the RAIs and other supporting actions.
- Prepare written materials and briefings to include, but not limited to presentation to the NRC, internally to DOE and to the public, as requested by DOE.
- Attend post application meetings as requested by DOE.
- Update all the deliverables that have been changed or amended as revised.

C.4 MEETINGS, REVIEWS, AND REPORTS

C.4.1 Kickoff Meeting

The contractor will attend a team kickoff meeting in Washington D.C. to discuss scope and schedule and to explain the contractor's approach to perform the SOW. This meeting will be scheduled within two weeks of contract award. The contractor's main point-of-contact for this contract should attend the meeting, and the contractor may bring three additional key personnel. The contractor will be expected to present a briefing on the method and timing for executing the tasks in this SOW and submit the debriefing as a deliverable.

C.4.2 Progress Review Meetings and Status Reports

The contractor and the Contracting Officer Representative (COR) will participate in progress review meetings via teleconference, approximately every two weeks, or as directed by the COR, to address potential issues in a timely manner and to facilitate progress of the project. These calls will start four weeks after award and may continue for the duration of the contract, although the timing and frequency may be changed at the discretion of the COR. During these meetings, the contractor may present project technical progress, and schedule status for each task. The contractor shall identify existing or anticipated problem areas for each task (including impacts), discuss corrective actions, and reporting on progress toward their closure. The contractor shall prepare and distribute meeting minutes within ten (10) working days after each meeting. Minutes shall emphasize agreements, commitments, and planned actions. The contents of the minutes shall be approved by the DOE COR prior to their issuance.

On a monthly basis, the contractor will submit a written status report on a form provided by the DOE COR. The status report shall be issued in coordination with the progress review teleconferences. The status report shall include, but is not limited to, the following information:

- Project manager's narrative highlights and status assessment regarding technical progress including activities planned for the next month;
- Schedule input that provides integrated WBS schedule data for measuring performance. Variance analysis shall be on the current month and cumulative-to-date, and shall include cause, effect, and corrective action. Variance analysis shall be prepared at the WBS level with explanation lower, as required, to adequately address problems. Variance analysis thresholds (current month and cumulative-to-date) shall be given by the DOE COR.
- Issues/concerns (schedule and technical), recommended resolution, and progress toward resolution.

C.4.3 Design Review Meetings

Four (4) design review meetings for the SOW (the generic design and TSAR) shall be convened in Washington D.C., or at a location agreed to by the contractor and DOE. These meetings will be held at the following completion points:

- 30 percent generic design review
- 20 percent TSAR review
- 60 percent project review
- 90 percent project review

The primary focus areas for each review are discussed below, but are not limited solely to these areas. Design work may precede development of the TSAR in the early stages of the task, but integration of the design and TSAR should occur as soon as possible. DOE will provide lines of inquiry for each review. All contract deliverables shall be prepared in accordance with NRC regulations and guides, and industry standards.

The 30 percent generic design review will focus on the design criteria recommended by the contractor for a generic location. The contractor may model the design criteria after those adopted for the consolidated interim storage facility (CISF) TSAR [16]; however, the criteria used in the CISF TSAR are generally considered to be overly rigorous for most locations in the continental United States. In addition, the 30 percent generic design review will include an annotated outline of the design report. For the 30 percent generic design review, the contractor shall plan a one to two day meeting with the principals of the contractor, the NFST team, and COR to reach consensus of the approach above. Comments about the content will be informally issued (via sketch markups, and/or note, letter type responses), and items found to be of significant technical nature will be formally documented, action tracked, and resolved in a timely fashion, to not jeopardize design completion. DOE will submit comments to the contractor on contract deliverables no later than two weeks from the completion of the design review meeting.

The 20 percent TSAR review will focus on existing shut-down site licensing documentation and report on summary technical specifications or other licensing commitments related to site specific monitoring and inspection requirements. It will include a proposal for how the requirements will be addressed in the TSAR. In addition, the 20 percent TSAR review shall include an annotated outline of the TSAR and identify the proposed design products to be developed during the design activities that will be used as a basis/input for the TSAR Sections. For the 20 percent TSAR review, the contractor shall plan a one to two day meeting with the principals of the contractor, the NFST team, and COR to reach consensus of the approach above. Comments about the content will be informally issued (via sketch markups, and/or note, letter type responses), and items found to be of significant technical nature will be formally documented, action tracked, and resolved in a timely fashion, to not jeopardize design completion. DOE will submit comments to the contractor on contract deliverables no later than two weeks from the completion of the TSAR review meeting.

A 60 percent project review will be held when draft sketches and outline specifications of sufficient detail are available to accurately summarize design development. At the completion of the review DOE should have adequate understanding of the design being developed in an integrated fashion with the TSAR. The important to safety and security features being considered for the TSAR and the aging management plans proposed to be incorporated into the TSAR and designs will be reviewed. For the 60 percent review, the contractor shall plan a one to two day meeting with the principals of the contractor, the NFST team, and COR. DOE will submit comments to the contractor on contract deliverables no later than two weeks from the completion of the design review meeting.

A 90 percent project review will be held at the point where the contractor has completed all the design media for that stage of design and is ready to submit the entire design package to DOE for review. Further work on any portion of the package is limited to incorporating design review comments from

DOE's review. The principal deliverables at 90 percent is a pilot ISF generic design report, the TSAR, and supporting calculations and analysis. For the 90 percent review, the contractor shall plan a two to three day meeting with the principals of the contractor, the NFST team, and COR. DOE will submit comments to the contractor on contract deliverables no later than six weeks from the completion of the design review meeting.

The contractor will support four pre-application meetings with the NRC, including development of all required materials to conduct such meetings. Each meeting will be approximately 1 day.

C.5 SCHEDULE AND DELIVERABLES

C.5.1 Schedule

See Section F for schedule and deliverable due dates.

C.5.2 Deliverables

Copies of the draft reports shall be submitted to the DOE for review and comment on the contract deliverable due date.

C.5.2.1 Pilot ISF Generic Design Report

The contractor shall prepare a pilot ISF Generic Design Report that meets all design requirements. The report shall describe a pilot ISF and address the project risks and uncertainties. The report also shall include the following minimum attributes:

- Executive summary
- Program requirements
- The project WBS
- Functions & Requirements by WBS
- System design descriptions (describing each of the important systems and their interfaces with other systems)
- Construction Schedule and assessment
- Outline specifications
- A major equipment list
- Flowsheet(s)
- Engineering Assumptions
- Design calculations

C.5.2.2 Topical Safety Analysis Report

The contractor shall prepare a TSAR suitable for transmittal to the NRC. The TSAR shall describe the design and operation of a pilot ISF. The format and content of the TSAR shall comply with the following guidance documents:

- NUREG-1567, *Standard Review Plan for Spent Fuel Dry Storage Facilities (including applicable ISGs)*.^[12]
- NUREG-1927, Revision 1 (draft), *Standard Review Plan for Renewal of Spent Fuel Dry Cask Storage System Licenses and Certificates of Compliance*.^[13]

The contractor shall also submit a data support package including any calculations, analysis and other items necessary to fully support the TSAR.

C.5.3 Quality and Acceptance of Deliverables

All deliverables are expected to meet all of the requirements and guidance contained in this SOW, shall meet the requirements and written guidance by the contract and the COR, and shall be free from spelling and grammatical errors. DOE will have unlimited rights to all data produced under this contract and shall be free to use the data in an unrestricted manner in accordance with FAR clauses 52.227-14, as modified by DEAR 927.409. As such, the deliverables shall be free of any contractor identifies (company stationery, corporate logo, headers, footers, etc.) and contain no company proprietary, business sensitive, safeguards, or classified information, unless necessary for the design and first discussed with DOE.

All information and design media developed during the conceptual design phase, including all support data necessary to understand the design bases and assumptions must be forwarded to the COR for use as a basis in future design phases.

The deliverables and other contract submissions should be consistent with the following guidelines:

- All materials prepared for this contract shall be delivered in both a native file format and a PDF file format. Reports and presentations should be provided in the native electronic format utilizing Microsoft Office 2010 or Office 365 compatible files. Calculations should be submitted in the native software (e.g. Excel, Mathcad, or other modeling software). All material shall be submitted to the COR or his/her designee.
- All engineering drawings and/or sketches shall be prepared using a computer-aided design and drafting (CADD) process. Any exceptions shall be identified and submitted to the COR for approval. Drawings and sketches should be provided in their native format (e.g. Microstation, AutoCAD) and PDF.
- Full-size sketches shall be standard ANSI sizes (such as B size and/or D size) as mutually agreed upon by the COR, and contractor. Sketches included in reports can be 11 by 17 in. or 8.5 by 11 in.
- Ten (10) paper copies and one electronic copy on a CD of the completed contract deliverables shall be submitted to the COR. The number of paper copies to be delivered can be changed by the COR.

C.6 HIGHER LEVEL QUALITY LEVEL

The contractor is required to implement an NRC approved ASME NQA-1 Quality Assurance Program in performance of the SOW at the appropriate level of quality required for NRC acceptance. Work shall be in accordance with all applicable industry codes and standards. DOE QA personnel will conduct a QA audit during the course of the work. The contractor will make available the appropriate documents and personnel and provide suitable facilities for use by the audit team during the conduct of any audits.

C.7 REFERENCES

- [1] *Strategy for the Management and Disposal of Used Nuclear Fuel and High-Level Radioactive Waste*, US Department of Energy, January 2013.
<https://curie.ornl.gov/content/strategy-management-and-disposal-used-nuclear-fuel-and-high-level-radioactive-waste-3>
- [2] *Task Order 11 – Development of Consolidated Fuel Storage Facility Concepts Report*, AREVA Federal Services LLC, submitted to DOE under Contract No. DE-NE0000291, RPT -3008097-000, February 12, 2013.
<https://curie.ornl.gov/content/areva-task-order-11-%E2%80%93-development-consolidated-fuel-storage-facility-concepts-report-0>
- [3] *Task Order 11, Development of Consolidated Storage Facility Design Concepts*, Energy Solutions, submitted to DOE under Contract No. DE-NE0000293, February 1, 2013.

<https://curie.ornl.gov/content/energysolutions-task-order-11-development-consolidated-storage-facility-design-concepts-0>

- [4] *Final Report, Task Order No. 11, Development of Consolidated Storage Facility Design Concepts*, Shaw Environmental & Infrastructure, Inc., submitted to DOE under Contract No. DE-NE0000292, January 31, 2013.
<https://curie.ornl.gov/content/shaw-final-report-task-order-no-11-development-consolidated-storage-facility-design-0>
- [5] M. Nutt, E. Moris, F. Puig, J. Carter, P. Rodwell, A. Delley, R. Howard, D. Giuliano, “*Used Fuel Management System Architecture Evaluation*, Fiscal Year 2012”, FCRD-NFST-2013-000020 Rev. 0, October 31, 2012.
<https://curie.ornl.gov/content/fy12-used-fuel-management-system-architecture-evaluation>
- [6] Carter, J. T. (SRNL), Dam, S., et al (Tech Source, Inc.), “A Project Concept for Nuclear Fuels Storage and Transportation”, FCRD-NFST-2013-000132, Rev. 1, June 15, 2013.
<https://curie.ornl.gov/content/project-concept-nuclear-fuels-storage-and-transportation-1>
- [7] NFST Requirements Team, “Nuclear Fuels Storage and Transportation Requirements Document”, FCRD-NFST-2013-000330, Rev. 2, February 16, 2016.
<https://curie.ornl.gov/content/nuclear-fuels-storage-and-transportation-requirements-document-1>
- [8] 10CFR72, “Licensing Requirements for the Independent Storage of Spent Nuclear Fuel and High Level Radioactive Waste”
<http://www.nrc.gov/reading-rm/doc-collections/cfr/part072/>
- [9] 10 CFR73, “Physical Protection of Plants and Materials”
<http://www.nrc.gov/reading-rm/doc-collections/cfr/part073/full-text.html>
- [10] Jones, R. H., “Dry Storage Cask Inventory Assessment”, FCRD-NFST-2014-000602 Rev 1, August 31, 2015.
<https://curie.ornl.gov/content/dry-cask-inventory-assessment>
- [11] NUREG-1567, *Standard Review Plan for Spent Fuel Dry Storage Facilities*
<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1567/>
- [12] NUREG-1927, Revision 1 (draft), *Standard Review Plan for Renewal of Spent Fuel Dry Cask Storage System Licenses and Certificates of Compliance, including applicable ISGs.*
<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1927/r1/>
- [13] NRC Regulatory Guide 3.48, “Standard Format and Content for the Safety Analysis Report for an Independent Spent Fuel Storage Installation or Monitored Retrievable Storage Installation (Dry Storage)”
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- [14] NRC Regulatory Guide 3.60, “Design of an Independent Fuel Storage Installation (Dry Storage)”
<http://www.nrc.gov/reading-rm/doc-collections/reg-guides/fuels-materials/rg/division-3/division-3-41.html>
<http://pbadupws.nrc.gov/docs/ML0037/ML003739506.pdf>
- [15] NRC Regulatory Guide 3.62, “Standard Format and Content for the Safety Analysis Report for Onsite Storage of Spent Fuel Storage Casks”
<http://pbadupws.nrc.gov/docs/ML0037/ML003739545.pdf>

- [16] CISF Topical Safety Analysis Report Volume 1, June 1997 at MOV.19970523.0004
<https://curie.ornl.gov/content/cisf-topical-safety-analysis-report-volumes-1-and-2>

Section D - Packaging and Marking

D.1 DOE-D-2001 Packaging and Marking (OCT 2014)

- (a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which –
 - a. Identifies the contract by number pursuant to which the item is being delivered;
 - b. Identifies the deliverable item number or report requirement which requires the delivered item; and
 - c. Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

Section E - Inspection and Acceptance

E.1 CLAUSES

- 52.246-4 Inspection of Services - Fixed-Price (AUG 1996)
- 52.246-6 Inspection - Time-and-Material and Labor-Hour (MAY 2001)
- 52-246-11 Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring
ASME NQA-1 Quality Assurance Program			

Commented [BT1]: Need further information

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require—
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

E.2 INSPECTION

Inspection of all items under this contract shall be accomplished by the DOE-ID Contracting Officer’s Representative (COR) identified by the Contracting Officer (CO) as responsible for the product, report, or service being delivered, or any duly authorized DOE-ID representative as designated from time to time by the CO in writing in accordance with Section G of this contract.

Inspection will be conducted in accordance with corresponding FAR Clause identified in E.1 above at the following inspection point:

- Documents: DOE-ID 1955 S. Freemont Ave. Idaho Falls, ID. 83415.

E.3 ACCEPTANCE

The COR shall accomplish acceptance of all work and effort under this contract (including report deliverables). Only the Contracting Officer can accept non-conforming work. Acceptance point shall be:

- Documents: DOE-ID 1955 S. Freemont Ave. Idaho Falls, ID. 83415.

E.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The contractor shall utilize Attachment J-B, Quality Assurance Surveillance Plan (QASP), to monitor its performance and to ensure services are performed are in compliance with the contract requirements. The QASP shall be updated as needed to ensure compliance is maintained throughout the contract performance period. CO review and approval is required for all revisions. The contractor's QASP shall be applicable to all subcontractors and members of the contractor's team.

Section F - Deliveries or Performance

F.1 CLAUSES

- 52.242-15 Stop-Work Order (AUG 1989)
- 52.242-17 Government Delay of Work. (APR 1984)

F.2 PERIOD OF PERFORMANCE

- (a) Unless otherwise directed by the Contracting Officer, the contractor shall commence work after 10 calendars of the award date.
- (b) The period of performance of this contract includes a base period of performance for the work specified in Section C, Statement of Work, of this Contract of {# of months to be inserted} months. The base period of performance shall commence on {to be inserted} and continue through {to be inserted}.

The Contract includes three (3) 12-month options that may be exercised unilaterally provided that the Government gives the Contractor a preliminary written notice of its intent to extend the Contract at least 60 days before the Contract expires in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. The preliminary notice does not commit the Government to execute the option. Should the Government exercise any option hereunder, all contractual terms and conditions shall remain in effect. In the event the Government elects to exercise all options, the contract period of performance will extend through {to be inserted}.

- (c) The Period of Performance for each CLIN is as follows:

CLIN 0001 – Generic Design and TSAR: The base period of the Contract shall commence 10 days after Contract award and continue through {to be inserted}. The first day of the base period will be 10 days after the Contract Award date, unless otherwise directed by the Contracting Officer.

CLIN 0002 – Option 0001: Technical Support: The option period of the Contract, if exercised, shall be one year commencing on {to be inserted} and ending on {to be inserted}.

CLIN 0003 – Option 0002: Technical Support: The option period of the Contract, if exercised, shall be one year commencing on {to be inserted} and ending on {to be inserted}.

CLIN 0004 – Option 0003: Technical Support: The option period of the Contract, if exercised, shall be one year commencing on {to be inserted} and ending on {to be inserted}.

F.3 PLACE OF PERFORMANCE

The work under this Contract is to be carried out in a variety of locations, but the principal place of performance shall be at the Contractor’s facilities located at: TBD at time of contract award.

F.4 DELIVERIES

All deliverables under this contract shall be delivered in accordance with the delivery date and to the addresses shown below.

CLIN	Description	Delivery Date	QTY	Address
0001	Kickoff Meeting Briefing	3 days before	1 –Electronic	TBD

CLIN	Description	Delivery Date	QTY	Address
		the meeting		
0001	30 Percent Generic Design Review: <ul style="list-style-type: none"> • Design Criteria, • Design Report • Annotated Outline 	<i>Delivery Date to be inserted based on Contractor proposed schedule, as agreed to by DOE, see L(14)</i>	2 – Electronic/CD 2 – Paper	TBD
0001	20 Percent TSAR Review: <ul style="list-style-type: none"> • TSAR Annotated Outline, • Existing storage site technical specification summary 	<i>Delivery Date to be inserted based on Contractor proposed schedule, as agreed to by DOE, see L(14)</i>	2 – Electronic/CD 2 – Paper	TBD
0001	60 Percent Project Review: <ul style="list-style-type: none"> • Important to Safety design features, • Aging Management Plans 	<i>Delivery Date to be inserted based on Contractor proposed schedule, as agreed to by DOE, see L(14)</i>	2 – Electronic/CD 2 – Paper	TBD
0001	90 Percent Project Review: <ul style="list-style-type: none"> • Pilot ISF Design Report (b) • TSAR (c) 	<i>Delivery Date to be inserted based on Contractor proposed schedule, as agreed to by DOE, see L(14)</i>	2 – Electronic/CD 2 – Paper	TBD
0001	Final Generic Design Package and TSAR All deliverables in Section C.5.2	<i>Delivery Date to be inserted based on Contractor proposed schedule, as agreed to by DOE, see L(14)</i>	2 – Electronic/CD 10 – Paper	TBD
0002 thru 0004	Revised Generic Design Package and TSAR as amended per NRC comments, changes, etc. All deliverables in Section C.5.2	<i>Delivery Date to be inserted based on Contractor proposed schedule, as agreed to by DOE, see</i>	2 – Electronic/CD 10 – Paper	TBD

CLIN	Description	Delivery Date	QTY	Address
		<i>L(14)</i>		
0002 thru 0004	RAI Tracking System Report	Completion of Option Period	2 – Electronic/CD 10 – Paper	TBD
0002 thru 0004	Written Material and Briefings described in Section C.3	3 days before the meeting	1 –Electronic 10 – Paper	TBD

F.8 DOE-F-2007 Delivery of Limited Rights Data (OCT 2014)

- (a) Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this contract. Such data shall be subject to the provisions of the clause at FAR 52.227-14, Rights in Data--General, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives II and V which are incorporated into this contract.
- (b) The limited rights data subject to the clause at FAR 52.227-14, Rights in Data—General, are listed below. This listing of limited rights data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

[Contractor to identify specific data asserted to be limited rights data if not included in an attachment]

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be limited rights data, the Government will no longer treat any data contained in such issued patent as limited rights data. In addition, if any information asserted to be limited rights data results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as limited rights data until the Contractor has filed its initial patent application.

- (c) The Contractor shall not introduce or utilize any limited rights data not identified in (b) above without advance written notification to the Contracting Officer.
- (d) Notwithstanding any other provision of this Contract, the following data shall be delivered to the Government with unlimited rights:
- All data first developed or used under this contract to produce the contract deliverables.

Section G - Contract Administration Data

G.1 DOE-G-2001 Contracting Officer Authority (OCT 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

G.2 DOE-G-2002 Contracting Officer's Representative (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2004 Contract Administration (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contract Specialist. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.
- (b) Other Correspondence.
 - a. Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided Contract Specialist.
 - b. If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to Contract Specialist. Copies of all such correspondence shall be provided to the COR.
- (c) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence,

other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the (insert Contract Specialist or Contracting Officer) and the COR.

(d) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist:

- (A) Trevor Bluth
- (B) Telephone number 208-526-3277
- (C) Address 1990 S. Freemont Ave. Idaho Falls, ID. 83415
- (D) Email address bluthtm@id.doe.gov

(2) Contracting Officer

- (A) Heather Merrill
- (B) Telephone number 208-526-1650
- (C) Address 1990 S. Freemont Ave. Idaho Falls, ID. 83415
- (D) Email address merrilhj@id.doe.gov

(3) Contracting Officer's Representative

- (A) *[Insert name of Contracting Officer's Representative]*
- (B) Telephone number *[Insert COR's ten digit telephone number]*
- (C) Address *[Insert mailing address of COR]*
- (D) Email address *[Insert email address of COR]*

G.4 DOE-G-2005 Billing Instructions (OCT 2014)

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

G.6 DOE-G-2007 Contractor Performance Assessment Reporting (OCT 2014)

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

G.7 DOE-G-2008 Non-supervision of Contractor Employees (OCT 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

Section H - Special Contract Requirements

H.1 DOE-H-2013 Consecutive Numbering (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

H.4 DOE-H-2048 Public Affairs – Contractor Releases Of Information (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 60 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.5 DOE-H-2050 Incorporation Of Small Business Subcontracting Plan (OCT 2014)

In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in Section J, Appendix [*To be completed at the time of Contract Award*] is hereby incorporated into and made a part of this contract.

H.6 DOE-H-2051 Annual Representations And Certifications And Other Statements Of The Offeror (OCT 2014)

- (a) Pursuant to the clause at FAR 52.204-8, Annual Representations and Certifications, the Contractor's Online Representations and Certifications Application (ORCA) dated [*To be completed at the time of Contract Award*] is hereby incorporated into the contract by reference.
- (b) The Contractor, by signing this contract, certifies that it has verified that its ORCA submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

(End of clause)

H.7 DOE-H-2057 Department Of Labor Wage Determinations (OCT 2014)

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-E and the clause at FAR 52.222-42, Statement of Equivalent Rates for Federal Hires.

H.7 DOE-H-2070 Key Personnel (OCT 2014)

- (a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

NAME	POSITION TITLE	EDUCATION REQUIREMENT	EXPERIENCE REQUIREMENT
<i>[To be completed at the time of Contract Award]</i>	<i>[To be completed at the time of Contract Award, insert position/title; the senior position is to be identified to reflect the actual position title of the top level key person, such as Program Manager, Laboratory Director, President or Project Manager, etc.]</i>	<i>[To be completed at the time of Contract Award]</i>	<i>[To be completed at the time of Contract Award]</i>

In addition to the requirement for the Contracting Officer's approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer's approval is also required for any change to the position assignment of a current key person.

- (b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.
- (c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:
 - a. The term "reasonably in advance" is defined as 30 calendar days.
 - b. Key personnel are considered "managerial personnel" under the clause at

Section I - Contract Clauses

I.1 CLAUSES

- 52.202-1 Definitions (NOV 2013)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- 52.203-14 Display of Hotline Poster(s) (DEC 2007)
(b)(3) insert Office of Inspector General, Hotline Poster,
<http://energy.gov/ig/downloads/office-inspector-general-hotline-poster>
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Invoform Employees of Whistleblower Rights
- 52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.204-14 Service Contract Reporting Requirements (JAN 2014)
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)
- 52.215-2 Audit and Records - Negotiation (OCT 2010)
- 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications (AUG 2011)
- 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)

- 52.217-8 Option to Extend Services (NOV 1999)
- The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.
- (End of clause)
- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months and 4 years.
- (End of clause)
- 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- 52.219-9 Small Business Subcontracting Plan (OCT 2015) - Alternate II (OCT 2001)
- 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999)
- 52.219-28 Post-Award Small Business Program Representation (Jul 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (APR 2015)
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)
- (a) Definitions. As used in this clause--
- “Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 Employment Reports on Veterans (OCT 2015)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Labor Standards (MAY 2014)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

EMPLOYEE CLASS	MONETARY WAGE	FRINGE BENEFITS
Drafter I		
Drafter II		
Drafter III		
Drafter IV		
Drafter IV		

EMPLOYEE CLASS	MONETARY WAGE	FRINGE BENEFITS
Drafter VI		
Administrative Support I		
Administrative Support II		
Administrative Support III		
Administrative Support IV		
Administrative Support V		
Administrative Support VI		
Program Assistant I		
Program Assistant II		
Program Assistant III		
Program Assistant IV		
Program Assistant V		

(End of Clause)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

52.222-44 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014)

52.222-49 Service Contract Labor Standards-Place of Performance Unknown (MAY 2014)

- (a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: none. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by March 30, 2016.
- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.222-50 Combating Trafficking in Persons (MAR 2015)

52.222-54 Employment Eligibility Verification (OCT 2015)

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.225-5 Trade Agreements (NOV 2013)

- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (OCT 2015)
- 52.226-6 Promoting excess food donation to nonprofit organizations (MAY 2014)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec. 2007)
- 52.227-14 Rights in Data-General (MAY 2014)
As modified by DEAR 927.409
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)

Except for data contained on pages [], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [], upon which this contract is based.

(End of clause)

- 52.229-3 Federal, State, and Local Taxes (FEB 2013)
- 52.232-1 Payments (APR 1984)
- 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (MAY 2014)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (MAY 2014) - Alternate I (APR 1984)
- 52.232-25 Prompt Payment (JUL 2013)
- 52.232-32 Performance-Based Payments (Apr 2012)
 - (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
 - (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless

otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

- (c) Approval and payment of requests.
 - (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
 - (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
 - (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments.
 - (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
 - (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate

performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

- (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
 - (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance

criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

- (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and
- (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

- (1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and

the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.233-1 Disputes (MAY 2014)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.242-3 Penalties for Unallowable Costs (MAY 2014)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate III (APR 1984)
- 52.243-3 Changes - Time-and-Materials or Labor-Hours (SEP 2000)
- 52.243-7 Notification of Changes (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery,

the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within [] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a

change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

- 52.244-2 Subcontracts (OCT 2010)
- 52.244-6 Subcontracts for Commercial Items (OCT 2015)
- 52.246-20 Warranty of Services (MAY 2001)

(a) *Definition.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 60 days from the date of acceptance by the Government. This notice shall state either-

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the

Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

- 52.246-25 Limitation of Liability - Services (FEB 1997)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)
52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14 Excusable Delays (APR 1984)
52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<https://www.acquisition.gov>

(End of clause)

- 52.253-1 Computer Generated Forms. (JAN 1991)
952.202-1 Definitions.
952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)
952.208-70 Printing. (APR 1984)
952.209-8 Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services (JUN 1997)
- a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:

- (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
- (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(End of provision)

952.215-70 Key Personnel. (DEC 2000)

(a) The personnel listed below or elsewhere in this contract (see H.7) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

- (1) Notify the Contracting Officer reasonably in advance;
- (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
- (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

(End of clause)

- 952.227-9 Refund of Royalties (MAR 1995)
- 952.227-11 Patent Rights Retention by Contractor (Short Form) (MAR 1995)
- 952.227-13 Patent Rights Acquisition by the Government (SEP 1977)
- 952.242-70 Technical Direction (DEC 2000)

a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of clause)

952.250-70 Nuclear Hazards Indemnity Agreement (JUN 1996)

Section J - List of Documents, Exhibits and Other Attachments

J.1 ATTACHMENTS

Attachment	Description	# of Pages
J-A.1	Time-and Material Labor Category Descriptions	TBD
J-A.2	Time-and-Material Hourly Rate Schedule	TBD
J-B	Quality Assurance Surveillance Plan	TBD
J-C	Reporting Requirements Checklist	TBD
J-D	Small Business Subcontracting Plan	TBD
J-E	SCA Wage Determination No. ____ Rev. ____	TBD

**ATTACHMENT J-C
REPORTING REQUIREMENTS CHECKLIST**

REPORT	FREQUENCY	# OF COPIES	ADDRESSEES
Status Report	Within 30 Days of Kick-off Meeting, Monthly thereafter	1 Electronic Mail	A, B
Service Contract Reporting	Annually by October 31 st	1 Electronic	www.Sam.gov/
Individual Subcontracting Report (ISR)	Semi-annually for the periods ending march 31 and September 30; within 30 days of contract completion	1 Electronic	http://www.esrs.gov
Summary Subcontract Report (SSR)	Annually, within 30 days after September 30	1 Electronic	http://www.esrs.gov
Quality Assurance surveillance Plan	As needed	1 Electronic Mail	A, B

Other reporting requirements under this contract are as specified in applicable clauses.

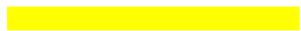
Note: When two or more copies are required, include one original.

All reports required under this contract shall be sent to the following:

A:
Trevor Bluth, Contract Specialist
Contract Management Division
U.S. Department of Energy
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83401-1221
bluithm@id.doe.gov

B:
_____, Contracting Officer Representative
U.S. Department of Energy
Office of Nuclear Energy
{Address to be inserted}
{Email to be inserted}

The Contractor shall be responsible for following established DOE Idaho procedures for clearances on all oral, written and audio/visual informational material prepared for public use.



Section K - Representations, Certifications, and Other Statements of Bidders

K.1 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer, or

(iii) The methods or criterion used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

K.3 52.204-5 Women-Owned Business (Other Than Small Business) (OCT 2014)

K.4 52.204-8 Annual Representations and Certifications. (JAN 2016)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard \$15.0m.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph

(c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

- K.5 52.204-16 Commercial and Government Entity Code Reporting (JUL 2015)**
- K.6 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)**
- K.7 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)**
- K.8 Information Regarding Responsibility Matters (JUL 2013)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

Section L - Instructions, Conditions, and Notices to Bidders

L.1 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015)

- (a) Offeror. The term “offeror,” as used in this Section L, refers to the single entity submitting the proposal. The offeror shall be a legal entity separate from its parent organization(s), whose sole purpose is to perform the contract, in accordance with the clause DOE-H-2015, Separate Corporate Entity. The offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly formed business entity. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (b) Availability of the solicitation, amendments, and other documents – electronic media. In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (c) Submission of proposals.
 - a. The offeror must be registered in FedConnect at <https://www.fedconnect.net>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov>.
 - b. Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than 4:00 pm Mountain Time, April 15, 2016. Proposals submitted via hardcopy, email, or the FedConnect Message Center shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site.
 - c. Electronic submission of a proposal via FedConnect shall be considered the offeror’s official offer and will be considered binding.
- (d) Solicitation instructions and proposal information.
 - a. Proposals are expected to conform to all solicitation requirements and the instructions

contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an offeror possesses any capability unless set forth in the proposal. This applies even if the offeror has existing contracts with the Federal government, including the Department of Energy.

- b. These instructions are not evaluation criterion. Evaluation criterion are set out in Section M, Evaluation criterion for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the Government's evaluation of an offeror's proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation.
- (e) Proposal volumes and page limitations.
- a. The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
 - b.
 - i. Volume I, Offer and Other Documents – No page limit.
 - ii. Volume II, Technical and Management Proposal. 15 page limit (excluding resumes).
 - iii. Volume III, Price Proposal – No page limit.
- (f) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.
- (g) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Price Proposal, unless otherwise specified.
- (h) Proposal specifications.
- a. Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
 - b. Cross reference matrix. The offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the statement of work, Section L instructions, and Section M evaluation criterion. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.
 - c. Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages

shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages.

- d. Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type.
 - e. Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.
 - f. Page numbering. All pages shall be sequentially numbered by volume.
 - g. File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software.
 - h. Classified Information. The offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.
- (i) Questions.
- a. Questions regarding this solicitation must be submitted via FedConnect no later than 4:00 pm Mountain Time on March 31, 2016. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on FedConnect as soon as practicable. The Government will not identify prospective offerors submitting questions. Offerors must check FedConnect periodically to ascertain the status of answers to questions.
 - b. This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question through FedConnect.
 - c. False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (j) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.
- (k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III,

Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

(End of provision)

L.2 CLAUSES

- 52.204-7 System for Award Management (JUL 2013)
- 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2015)
- 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2004)
- 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort (OCT 2009)
- 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price with Time and Material Options contract resulting from this solicitation.

(End of provision)
- 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)
- 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
- 52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)
- 52.232-38 Submission of Electronic Funds Transfer Information with Offer. (JUL 2013)
- 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Heather Merrill, Contracting Officer
Contract Management Division
U.S. Department of Energy
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83415

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Supplemented by DEAR 952.233-2 as follows:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC

20585, Fax: (202) 586-4546.

(End of provision)

52.232-28 -- Invitation to Propose Performance Based Payments (Mar 2000)

a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

- 52.237-10 Identification of Uncompensated Overtime (MAR 2015)
- 52-247-6 Financial Statement (APR 1984)
- 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

<http://farsite.hill.af.mil>
<http://www.acquisition.gov>

(End of provision)

- 952.219-70 DOE Mentor-Protégé Program (MAY 2000)
- 952.227-84 Notice of Right to Request Patent Waiver (FEB 1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

- 952.233-4 Notice of Protest file availability (AUG 2009)
- 952.233-5 Agency protest review (SEP 1996)

L.3 OMBUDSMAN

An Ombudsman has been established for this procurement. The role of the Ombudsman is to provide contractors and other interested parties a conduit to address issues of impropriety on the part of Government officials and other concerns not suitable for a more open forum. Offerors may contact the Ombudsman directly at the number below:

Kelly Lemons
Phone: (208) 526-5453

E-mail: lemonskd@id.doe.gov

L.4 OFFEROR INTENTION TO PROPOSE

Interested parties are requested to complete the following and return via e-mail (as PDF) to the address below within fifteen (15) days of the official release date of the solicitation. Failure to submit will not disqualify an offeror from submitting a proposal; submission of this letter of intent does not obligate any interested party to submit a full proposal. This information is requested to assist DOE in planning purposes only.

Request for Proposal Number DE-SOL-0008687

____ *We do intend to submit a proposal.*

Name and address of Firm or Organization (include Zip Code):

(Include information on significant teaming partners and/or major subcontractors)

Authorized Signature:

Typed or Printed Name and Title:

Date:

NOTE: No other solicitation material must be returned if firms do not intend to submit a proposal.

E-mail to: bluthm@id.do.gov

L.5 VOLUME I – OFFER AND OTHER DOCUMENTS

- (a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature.
- (b) Cover letter. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (c) Standard Form 33, Solicitation, Offer And Award – 1 signed originals of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.
 - a. The person signing the SF 33 must have the authority to commit the offeror to the terms and conditions of the resulting contract – Sections A – J. By signing and submitting the SF 33, the offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the offeror in accordance with the below subsection
- (d) Amendments to the Solicitation.
 - a. The offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
- (e) Administrative information. Offerors shall provide the following information:

- a. Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - b. Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - c. Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - d. Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - e. Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
- (f) Subcontractors and other entities. (1) Name, address, and DUNS number for all proposed, named subcontractors or other entities that will perform any portion of the contract work.
- a. If the offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –
 - i. Name, address, and DUNS of the parent or member company(ies) of the offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
 - ii. Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the offeror.
- (g) Representations and certifications.
- a. If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8. The offeror shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the offeror.
 - b. If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's Section K.

- c. If this solicitation is for advisory and assistance services, the offeror shall comply with the organizational conflict of interest requirements of Section K.
- (h) Exceptions and deviations.
- a. Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.
 - b. Any exceptions or deviations by the offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the contract.
- (i) Right to Examine. A statement that the offeror grants to DOE-ID or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation and that are directly pertinent to the information submitted/requested. This right may be exercised in connection with any such reviews deemed necessary by the Government.
- (j) Quality Assurance Surveillance Plan. The offeror shall provide a written Quality Assurance Surveillance Plan (QASP) identifying how its management will monitor performance to ensure services performed are in compliance with the contract requirements. The QASP shall be applicable to all subcontractors and members of the offeror's team. The QASP shall describe the offeror's plan on how to most effectively ensure compliance with the offeror's NRC Approved NQA-1 Program and how this plan will align with the statement of work and the contractor's proposed approach to accomplish it. The plan should specify --
- a. Standard(s) for successful performance (must be measurable), along with maximum allowable degree of deviation from requirement(s);
 - b. All work requiring surveillance by the Government, and
 - c. The recommended method of Government surveillance.
 - d. The QASP will be incorporated into Section J of the resulting contract
- (k) Small Business Subcontracting Plan. The offeror shall provide its Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, unless, pursuant to FAR 19.702, a small business subcontracting plan is not required. The requirements of a Small Business Subcontracting Plan are found at FAR 19.704. This plan will be incorporated into the contract under the clause DOE-H-2050, Incorporation of Small Business Subcontracting Plan.
- (l) Environmental Checklist. Offerors shall submit a completed form ID-EC98.1 "Environmental Checklist (see Attachment L-C).
- (m) Minimum and Mandatory

Offerors are required to meet the following mandatory pass/fail criteria. Failure to pass this criteria will result in the offeror's proposal being deemed ineligible for award and the proposal will not be evaluated further. The technical proposal must clearly and completely address each of these criterion:

CRITERION 1: The offeror must provide documentation that it holds an NRC approved ASME NQA-1 Quality Assurance Program.

(End of provision)

L.6 VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL

- (a) The Technical and Management Proposal (Volume II), consists of written information to allow offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist offerors in preparing their proposals and are not evaluation criterion, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation criterion stated in Section M, Evaluation Criterion for Award.
- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation criterion contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, offerors shall provide their specific approach and capabilities to perform the required work. Moreover, offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.
- (d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

(End of provision)

L.7 VOLUME II – TECHNICAL APPROACH

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the offeror's technical approach:

- (a) The offeror shall describe its understanding, capability, and approach for performing each of the below listed requirements of the Statement of Work in Section C.

Criterion 1 – Project Approach
Criterion 2 – Qualifications of Key Personnel
Criterion 3 – Experience and Understanding of the Offeror
Criterion 4 – Past Performance

Criterion 1 – Project Approach

Offeror shall submit a work plan which identifies the objectives, technical approach, activities, deliverables, overall schedule, including a work breakdown structure (WBS) to successfully

perform the SOW. The WBS should be sufficiently detailed to provide the contractors estimate for each task and to identify and illustrate the resource plan for issue resolution within each task. Additionally, the project approach shall identify the deliverable due dates to be included in Section F.4 of a resulting contract.

Criterion 2 – Qualifications of Key Personnel

Offeror shall discuss the qualifications, roles and responsibilities and strengths of key personnel proposed, no more than five, to perform the SOW requirements.

Criterion 3 – Experience and Understanding of the Offeror

Offeror shall describe its experience and understanding of the following sub-criteria:

- i. Projects dealing with current nuclear industry standards and techniques, to include the Nuclear Regulatory Commission's storage, transportation, and licensing regulations and requirements;
- ii. Existing engineering systems, processes and procedures to develop concepts required to take commercial spent nuclear fuel in its current configurations, locations, and storage modes and transport it to an ISF, and prepare it and place it in storage;
- iii. Commercial spent nuclear fuel storage systems and operations, fuel aging characteristics, and storage facility operations and their impact on the lifecycle costs and schedules for commercial spent nuclear fuel facilities; and
- iv. Preparing documents and submittals for NRC review and approval, including responding to and resolving NRC RAIs and participating in public interactions.

Criterion 4 – Past Performance

Past performance indicates how well an offeror and team members or named subcontractors, if applicable, performed, considering cost, schedule, and performance, under current or previous contracts for the same or similar work efforts. The depth and relevancy of the past performance will be evaluated in comparison to the requirements contained in the Statement of Work considering the Offeror's ability to fulfill SOW requirements while maintaining cost, schedule, performance measures, and a good working relationship with the customer.

Offerors shall complete the Past Performance Reference Information Worksheet included as Attachment L-A for at least three (3) but no more than five (5) total past or current contracts. There is a three-page limit for each Worksheet. Completed Worksheets will be excluded from the page limit for Volume II.

For each the past or current contracts listed on the Past Performance Reference Information Worksheet, offerors shall request Attachment L-B, Past Performance Questionnaire, be completed by the contract's technical point of contact and Contracting Officer and forwarded directly to DOE-ID via email to bluthm@id.doe.gov.

When describing past performance, offerors may identify past (within 10 years) or current contracts (including Federal, State, and local government and private) for efforts similar to the requirements contemplated by this RFP. Offerors must specify the offeror's rationale for how the prior experience is recent and relevant to work contemplated by this RFP. Provide information on any problems encountered on the identified contracts and the offeror corrective actions.

Information submitted may include past performance regarding the prime offeror, team members to this prime, predecessor companies, and key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such

information is relevant to work covered by this RFP.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

(End of provision)

L.8 VOLUME III – PRICING

- (a) General - All price information shall be included in Volume III of the proposal. The fixed-price portion of the proposal presents the price to perform CLIN0001 as described in the SOW. The time and material portion of the proposal presents the fully burdened labor rates to perform CLIN's (0002-0004). All travel shall be in accordance with the Federal Travel Regulations (FTR) and details provided by each trip.
- (b) DOE anticipates awarding one firm-fixed price contract with three time and material options.
- (c) Identification. All pages, including forms, must be page numbered, and all forms, tables, or exhibits must be clearly identified and listed in the table of contents or index.
- (d) Uniform Terminology. The use of uniform or standard terminology is essential to evaluate and compare price proposals. FAR Part 31, Contract Cost Principles and Procedures, must be utilized in the definition of cost elements (i.e. material handling rate).
- (e) For the time and material CLIN's (0002-0004), Offeror shall use/complete Attachment J-A.1, Attachment J-A.2, and Attachment L-D, "Total Evaluated Price Worksheet". Offerors shall submit the Excel spreadsheets with their price information. None of the cells should be locked or protected. Cells within the spreadsheet representing the result of calculations must contain formulas and/or calculations to allow DOE an understanding of how values were derived.
- (f) DOE-ID reserves the right to request any additional clarifying information deemed necessary to properly evaluate the proposal without conducting discussions.
- (g) Additional instructions.
 - a. The firm-fixed-price proposal shall include all costs associated with performing CLIN 0001 as described in the SOW.
 - b. The time and material proposal shall include a fully burdened labor rate proposal for CLINS 0002 – 00004 and shall include all labor rates established in attachment J-A. The labor rates shall represent blended rate for prime and any proposed subcontractor/teaming partner/consultants.
 - c. Travel. For the time and material phases of work assume three trips to Washington DC per option period for up to two individuals and duration of 3 days. Other trips may be necessary, such as technical presentations, and these will be directed by the Contracting Officer on an as needed basis. Travel estimates must be in sufficient detail to provide an assessment of reasonableness and realism including the number of travelers, cost of lodging, meals, and transportation, both in the air and on the ground. Federal travel regulations must be using in estimating travel.
- (h) The offeror shall provide any forward pricing rate agreement(s) or audited indirect rates approved by the Government to support the proposed Material Handling Rate. If no rate agreements exist for the Material Handling Rate the Offeror shall provide sufficient documentation demonstrating its proposed rates meet FAR Part 31 requirements.

Commented [BT2]: is this appropriate for the option periods?

- (i) In accordance with FAR 52.222-46, offerors shall provide a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.
- (j) In accordance with FAR 52.232-28, offerors may propose performance-based contract financing payments during the contract performance. Offerors shall submit the information required by FAR 52.232-28 as part of Volume III. Please note, the Contracting Officer will not accept the offeror's proposed performance-based payment financing if the proposal does not conform to the limitations identified in FAR 52.232-28.

L.9 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

(End of provision)

L.10 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

(End of provision)

L.11 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.12 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

L.13 PRE-PROPOSAL CONFERENCE

- (a) A pre-proposal conference will be held as indicated below:
TIME: **8:00 am, Eastern Time**
DATE: **March 18, 2016**
ADDRESS:

Commented [BT3]: Please confirm this is the correct start time, also confirm if there are no special requirements to enter the building.

Argonne National Laboratory
955 L'Enfant Plaza SW, Suite 6000
Conference room B15
Washington DC, 20024

- (b) During this conference the Government will review the contract requirements, the solicitation submission requirements and the evaluation process.
- (c) Interested parties are encouraged to submit questions to be answered during the conference. Questions must be submitted to DOE via FedConnect or to the point of contact listed in L.14, no later than 03/11/2016. Additional questions may be taken during the conference. All questions and answers submitted prior to the conference will be provided via FedConnect.
- (d) Attendance at the conference is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this teleconference. Only two representatives per potential offeror will be allowed to attend the conference. To facilitate the government's planning; please provide the name, organizational affiliation, phone number, e-mail address and citizenship of each proposed attendee via FedConnect or the point of contact listed in L.14 no later than March 16, 2016.

L.14 NOTICE OF LABOR PROVISIONS

The offeror should note that this solicitation includes in the proposed contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$10,000 or more. (See clauses "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans" (FAR 52.222-35) and "Affirmative Action for Workers with Disabilities" (FAR 52.222-36).

L.15 NORTH AMERICA INDUSTRY CLASSIFICATION SYSTEM (NAICS)

This acquisition is a full and open competitive solicitation and is not set aside for small businesses. The applicable North American Industry Classification System (NAICS) code is 541330, "Engineering Services." The size standard (not to exceed) is \$15.0M.

L.16 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.17 INFORMATION ABOUT AWARD

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.18 DISPOSITION OF PROPOSALS

Proposals will not be returned (except for timely withdrawals, if requested by the offeror). Proposals not required for official record retention will be destroyed.

L.19 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied by DOE-ID with the Solicitation may be retained by the offeror.

L.20 ATTACHMENTS TO SECTION L

Attachment	Title
L-A	Offeror Experience and Past Performance Reference Information Worksheet
L-B	Past Performance Cover Letter and Questionnaire
L-C	Environmental Checklist
L-D	Total Evaluated Price Worksheet

Section M - Evaluation Criterion for Award

M.1 CLAUSES

52.217-5 Evaluation of Options. (JUL 1990)

M.2 DOE-M-2001 PROPOSAL EVALUATION – GENERAL (OCT 2015)

- (a) Conduct of acquisition.
 - a. This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915, Contracting by Negotiation; and the provisions of this solicitation.
 - b. DOE has established a Source Evaluation Board to evaluate the proposals submitted by offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the criteria and sub-criteria specified in the solicitation by assessing the relative significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and cost and performance risks of each offeror's proposal against the evaluation criterion in this Section M to determine the offeror's ability to perform the contract.
 - c. The designated source selection authority will select an offeror for contract award whose proposal represent the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation criterion in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.
- (b) Deficiency in proposal.
 - a. A deficiency, as defined at FAR 15.001, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an offeror whose proposal is determined to be deficient.
 - b. A proposal will be eliminated from further consideration before complete evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation. Cursory responses or responses which merely repeat or reformulate the statement of work will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- (c) Responsibility. In accordance with FAR Subpart 9.1, Responsible Prospective Contractors, and DEAR Subpart 909.1, Responsible Prospective Contractors, the Contracting Officer is required to make an affirmative determination of whether a prospective contractor is responsible. The Contracting Officer may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful offeror is responsible, the Contracting Officer shall make a determination of nonresponsibility and no award will be made to that offeror; unless, the apparent successful offeror is a small business and the Small Business Administration issues a Certificate of

Competency in accordance with FAR Part 19.6, Certificates of Competency and Determinations of Responsibility.

- (d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with offerors. Therefore, the offeror's initial proposal shall contain the offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary and may limit the competitive range for purposes of efficiency.

(End of provision)

M.3 INITIAL REVIEW

Prior to a comprehensive evaluation, DOE will perform an initial review to determine that (1) the offeror is eligible for award; (2) the information required by the RFP has been submitted; (3) the proposal is responsive to the objectives of the RFP; (4) the offeror has no actual or potential organizational conflict of interest that has not or cannot be acceptably mitigated; (5) the offeror has an actual or potential organization conflict of interest which has been mitigated; and (6) offeror meets the minimum mandatory criteria. A proposal may be eliminated from further consideration before the evaluation if the proposal is determined to be so grossly and obviously deficient as to be totally unacceptable on its face. Proposals that fail to pass the initial review may not be forwarded for further review and may be eliminated from further consideration.

The minimum mandatory criteria will be evaluated on a pass/fail basis for the following criteria:

- **CRITERION 1:**

The offeror have a current NRC approved ASME NQA-1 Quality Assurance Program.

M.3 DOE-M-2002 EVALUATION CRITERIA – TECHNICAL APPROACH (OCT 2015)

The offeror will be evaluated on the degree to which its proposal demonstrates the offeror's understanding, capability, and approach that will allow the successful accomplishment of the Statement of Work and as discussed in Section L.

Criterion 1 – Project Approach

This criterion assesses the proposed approach to accomplish the SOW requirements, including how the offeror proposes to work with DOE to successfully accomplish this SOW, manage performance, labor (skill mix and hours) and other resources, schedule, and any subcontracted effort. The approach will be evaluated for how well it meets SOW requirements and its probability for successful performance. The assessment will consider adequacy of the proposed interaction with the Government, as well as the potential for disruption of schedule, performance, and the need for increased Government oversight.

Criterion 2 – Qualifications of Key Personnel

DOE will evaluate the qualifications, roles and responsibilities and strengths of proposed key personnel, no more than five, to perform this effort. The evaluation shall include an assessment of the adequacy of the proposed key personnel as it relates to the SOW.

Criterion 3 – Experience and Understanding of the Offeror

DOE will evaluate the experience and understanding of the Offeror as it relates to the following sub-criteria:

- i. Projects dealing with current nuclear industry standards and techniques, to include the Nuclear Regulatory Commission's storage, transportation, and licensing regulations and requirements.
- ii. Existing engineering systems, processes and procedures to develop concepts required to take commercial spent nuclear fuel in its current configurations, locations, and storage modes and transport it to an ISF, and prepare it and place it in storage.
- iii. Commercial spent nuclear fuel storage systems and operations, fuel aging characteristics, and storage facility operations and their impact on the lifecycle costs and schedules for commercial spent nuclear fuel facilities.
- iv. Preparing documents and submittals for NRC review and approval, including responding to and resolving NRC RAIs and participating in public interactions.

Criterion 4 – Past Performance

The DOE will evaluate past performance by doing a performance risk evaluation based on the past performance of the offeror (and team members and/or major subcontractors), within the last 10 years, as it relates to the probability of successfully performing the RFP requirements. DOE may use information from any source, including information submitted by the offeror, in conducting this evaluation.

Past performance indicates how well an offeror performed, considering cost, schedule, and performance, under current or previous contracts for the same or similar work efforts. The depth and relevancy of the past performance will be evaluated in comparison to the requirements contained in the SOW considering the Offeror's ability to fulfill SOW requirements while maintaining cost, schedule, performance measures, and a good working relationship with the customer. If no record of past performance, the offeror shall not be evaluated favorably or unfavorably.

Past performance information based on previously established companies from which newly formed companies and mergers are formed may be considered, at DOE's discretion, in the place of past performance information from the offeror.

Criterion 5 – Price

Price analysis shall be conducted in accordance with FAR 15.404. The price/rate proposal shall be evaluated on reasonableness, appropriateness, completeness, and the Offeror's understanding of the solicitation requirements.

- (a) With respect to the FFP for CLIN 0001, price will be evaluated in accordance with FAR 15-404-1(b)(2).
- (b) With respect to the T&M for CLIN 0002-0004, fully burdened rates, material (travel) and material handling rates will be evaluated in accordance with FAR 15-404-1(b)(2).
- (c) Total Evaluated Price. The total evaluated price consists of the proposed firm fixed price (CLIN 0001) plus the proposed extended price for CLINs 0002-0004 as documented on Attachment L-C. The evaluated price will be used in the best value analysis for purposes of selecting an offeror for award of a contract.
- (d) Compensation Plan. The offeror's total compensation plan will be evaluated in accordance with Section L clause entitled "FAR 52.222-46, Evaluation of Compensation for Professional Employees."
- (e) Proposed performance based payments will be evaluated for reasonable and alignment to the SOW IAW FAR 52.232-28.

(End of provision)

M.5 DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION CRITERION (OCT 2015)

The evaluation Criterion for the Technical and Management Proposal are listed in descending order of importance below.

- Criterion 1 – Project Approach
- Criterion 2 – Qualifications of Key Personnel
- Criterion 3 – Experience and Understanding of the Offeror
- Criterion 4 – Past Performance
- Criterion 5 – Price

All Technical Evaluation Criteria other than Price when combined are significantly more important than Price.

Technical Evaluation Rating Methods. Both a technical rating and a confidence rating will be assigned. The technical rating and the confidence rating are of equal importance.

In assessing confidence in each of the technical evaluation criteria, the Government will consider the risks associated with the approaches proposed by the offeror, as well as the Government's confidence that the offeror's view of its relationship with the Government will produce behaviors and results necessary to ensure the success of the project. The difference between "Technical" ratings and "Confidence" ratings is defined as "Technical" being the assessment of how well the proposal complied with the requirements of the RFP, and "Confidence" being the assessment of how much DOE believes that the offeror can do what they say, "Confidence" here is evaluated against the ability to achieve the *proposed* level of performance.

Note: As part of the evaluation of Offeror past performance: *Pursuant to FAR 15.305(a)(2)(v), the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting*

(End of provision)

M.6 DOE-M-2012 BASIS FOR AWARD (OCT 2015)

The Government intends to select an offeror for award of a contract that represent the best value to the Government. In determining the best value to the Government, the evaluation criterion for the Technical and Management Proposal, when combined, are significantly more important than the evaluated price. The Government is more concerned with obtaining a superior technical and management proposal than making award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one offeror's technical and management proposal over another. The Government will assess what the strengths and weaknesses between or among competing technical and management proposals indicate from the standpoint of: (1) what the difference might mean in terms of anticipated performance, and (2) what the evaluated price to the Government would be to take advantage of the difference. The closer or more similar in merit that offerors' technical and management proposals are evaluated to be, the more likely the evaluated price may be the determining criterion in selection for award.

(End of provision)